

United States Bankruptcy Court
District of Oregon

In re:
SeaPort Airlines, Inc.
Debtor

Case No. 16-30406-rld
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0979-3

User: Admin.
Form ID: pdf018

Page 1 of 1
Total Noticed: 1

Date Rcvd: Feb 05, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 07, 2016.

db +SeaPort Airlines, Inc., 7505 NE Airport Way, Portland, OR 97218-1021

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 07, 2016

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 5, 2016 at the address(es) listed below:
NONE. TOTAL: 0

Below is an Order of the Court.


RANDALL L. DUNN
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re) Case No. 16-30406-rld11
)
SeaPort Airlines, Inc.,) ORDER AUTHORIZING DEBTOR TO ASSUME A
) CERTAIN CREDIT CARD PROCESSING
) AGREEMENT WITH AMERICAN EXPRESS
Debtor-in-Possession.) COMPANY EFFECTIVE AS OF THE PETITION DATE

Based on Debtor's Motion for an Order Authorizing Debtor to Assume a Certain Credit Card Processing Agreement with American Express Company Effective as of the Petition Date (Dkt. No. 8) ("Motion") and the Court being otherwise fully advised, it is

ORDERED as follows:

1. The Motion is granted.
2. Debtor is deemed to have assumed the Agreement as of February 5, 2016 (the "Petition Date").
3. American Express Company ("AMX") is authorized, in accordance with the Agreement, to continue to hold the Deposit (as defined in the Motion) and to make adjustments to the Deposit regardless of whether such amounts pertain to pre-petition or

post-petition transactions and to maintain the Deposit in such amount as specified under the Agreement. AMX is expressly authorized, in accordance with the Agreement, to withhold remittances otherwise payable to Debtor allowing AMX to cause the amount of the Deposit to equal the amount specified in the Agreement. Any claims of third parties to amounts due the Debtor under the Agreement are subject and subordinate to such rights.

4. The security interest granted to AMX pursuant to the Agreement, including in the sales slips, the Deposit and any increases thereto (to the extent of the Debtor's interest, if any, in any of the foregoing), is hereby approved to secure all obligations of the Debtor to AMX under and in connection with the Agreement arising before or after the Petition Date, regardless of whether amounts held as the Deposit and any other property subject to AMX's interests pertain to pre-petition or post-petition transactions.

5. The automatic stay of 11 U.S.C. Section 362 is hereby modified to enable AMX to perform under the Agreement and to exercise any and all contractual rights thereunder, including, without limitation, to (i) withhold amounts paid to AMX by AMX on account of sales slips submitted by the Debtor to AMX, (ii) collect fees due, (iii) adjust the Deposit as permitted by the Agreement and (iv) exercise the rights of recoupment, setoff and any other rights that may be exercised in the ordinary course of performance under the Agreement, in each case whether such actions, charges or credits relate to pre-petition or postpetition transactions.

6. There shall be no surcharge of any collateral that secures the claims of AMX under 11 U.S.C. Sections 506 and 552 or under other applicable law .

7. AMX is hereby granted an allowed administrative expense claim to the extent of AMX's claims under the Agreement that arise after the Petition Date, including but not limited to any cure costs payable under 11 U.S.C. § 365(b)(1).

8. Through the entry of this Order and by consenting thereto, neither Wells Fargo Bank nor the Debtor or the estate shall be deemed to have waived or relinquished any rights or claims whatsoever arising out of or related to the Agreement or other applicable law other than as provided herein.

9. The effect of this Order shall survive the dismissal and/or closing of this case, appointment of a Chapter 11 trustee herein, confirmation of a plan, and/or the substantive consolidation of this case with any other case or cases.

10. Notwithstanding the possible applicability of Bankruptcy Rules 6007, 7062, 9014, any other provision of the Bankruptcy Rules, Bankruptcy Code or otherwise, this Order shall take effect immediately upon signature by this Court.

11. The terms of this order are subject to any objection filed within 21 days by a party in interest to this case. Within three (3) business days of entry of this order, Counsel for the Debtor shall serve a copy of the order upon the U.S. Trustee, AMX, the 20 largest unsecured creditors, and any parties that have requested special notice.

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I certify that I have complied with the requirements of LBR 9021-1(a)(2)(A).

PRESENTED BY:

/s/Robert J Vanden Bos
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Douglas R. Ricks, OSB #044026
Christopher N. Coyle, OSB #07350
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Of Attorneys for Debtor-in-Possession

First Class Mail:

See Attached List

Electronic Mail:

The foregoing was served on all CM/ECF participants through the Court's Case Management/ Electronic Case File system.

In re SeaPort Airlines, Inc.;
Chapter 11 Bankruptcy Case No. 16-30406-rld11
Service List

First Class Mail:

SeaPort Airlines, Inc.
Attn: Timothy Sieber
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Aviall Services, Inc.
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Olson Brooksby PC
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Largest 20 Unsecured Creditors:

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U.S. Trustee's Office:

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The foregoing was served on all
CM/ECF participants through the
Court's Case Management/ Electronic
Case File system.